

A G R E E M E N T

BETWEEN:

CITY OF JERSEY CITY

HUDSON COUNTY, NEW JERSEY

- and -

UNITED NURSES ORGANIZATION OF JERSEY CITY

January 1, 1976 Through December 31, 1977

# TABLE OF CONTENTS

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE NO.</u>
	PREAMBLE	1
I	UNO RECOGNITION	2
II	GRIEVANCE PROCEDURE	3
III	UNO NOTIFICATION	6
IV	SENIORITY	7
V	HOME VISITS	10
VI	HOURS OF DUTY	11
VII	DUES CHECK-OFF	12
VIII	TEMPORARY STATUS	13
IX	NEWLY CREATED POSITIONS	14
X	TEMPORARY ASSIGNMENTS	15
XI	PENSION AND RETIREMENT	16
XII	INSURANCE	17
XIII	UNION PRIVILEGES	19
XIV	BULLETIN BOARDS	20
XV	RATES OF PAY - WAGES	21
XVI	OVERTIME	22
XVII	TUITION REIMBURSEMENT	24
XVIII	MEAL PERIODS	25
XIX	HOLIDAYS	26
XX	VACATION	27
XXI	SICK LEAVE	29

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE NO.</u>
XXII	LEAVE OF ABSENCE	30
XXII-A	BEREAVEMENT OR FUNERAL LEAVE	31
XXIII	MANAGEMENT'S RIGHTS	32
XXIV	U.N.O. RIGHTS	33
XXV	DISCIPLINARY ACTION	35
XXVI	TRAVELING EXPENSES	36
XXVII	DRUG DISCOUNT PROGRAM	37
XXVIII	PROFESSIONAL ADMINISTRATIVE LEAVE	38
XXIX	SAFETY AND HEALTH	39
XXX	EMERGENCY DEFINED	40
XXXI	STORAGE OF NURSE'S POSSESSIONS	41
XXXII	POLICY RECOMMENDATIONS	42
XXXIII	IN-SERVICE PROGRAMS	43
XXXIV	OUT-OF-TITLE WORK	44
XXXV	SCHOOL HEALTH PROGRAM	45
XXXVI	SCHEDULING	46
XXXVII	FULLY BARGAINED AGREEMENT	47
XXXVIII	SEPARABILITY AND SAVINGS	48
XXXIX	ELIGIBLE EMPLOYEES	50
XL	SERVICE FEE - AGENCY SHOP	51
XLI	DURATION	52

ARTICLE I. UNO RECOGNITION

A. The City hereby recognizes the UNO as the sole and exclusive collective negotiations agent for all temporary and permanent employees who hold the title of Licensed Practical Nurse, Graduate Nurse-Public Health, and Public Health Nurse.

PREAMBLE

This Agreement made and entered into this  
day of \_\_\_\_\_, 1977, by and between the CITY OF  
JERSEY CITY, hereinafter known and designated as the "City",  
and the members of the UNITED NURSES ORGANIZATION OF JERSEY CITY,  
hereinafter known and designated the the "UNO".

The within Agreement is made to effectuate the policy  
of The New Jersey Employer-Employee Relations Act, R.S.  
34:13A-1, et seq., and to formalize agreements reached through  
negotiations conducted in good faith between the City and  
the UNO with respect to terms and conditions of employment.

Whereas, for the purpose of mutual understanding and  
in order that a harmonious relationship may exist between the  
City and the UNO to that end that continuous and efficient  
service will be rendered, this Agreement is created.

Now therefore, it is agreed as follows:

## ARTICLE II. GRIEVANCE PROCEDURE

### A. Purpose

1. The purpose of the Grievance Procedure shall be to settle all grievances between the City and the UNO as quickly as possible so as to insure efficiency and promote employees' morale.

### B. Definition

A Grievance as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement.

### C. Steps of the Grievance Procedure

A Grievance shall be processed as follows:

#### Step One:

(a) An aggrieved employee shall institute action under the provisions hereof within twenty (20) working days of the occurrence of the Grievance by discussing the matter with her immediate supervisor and UNO representative. Failure to act within the said twenty (20) working days shall be deemed to constitute an abandonment of the grievance.

(b) The immediate supervisor shall render an answer within three (3) working days to the UNO.

Step Two:

(a) If the Grievance is not settled through Step One, the same shall be reduced to writing by the UNO and submitted to the Director of Nurses, or her designee.

(b) The Director of Nurses or her designee shall answer such Grievance in writing with a copy to the UNO within five (5) working days of its submission.

Step Three:

(a) If the Grievance is not settled by Steps One and Two, then the UNO shall have the right to submit such Grievance to the Director of Human Resources or his designee.

(b) A written answer to said Grievance shall be served upon the individual and the UNO within seven (7) working days after submission.

Step Four:

(a) If the Grievance is not settled through Steps One, Two and Three, the aggrieved shall have the right to pursue all legal remedies afforded by provisions of the Civil Service Act.

(b) If the aggrieved does not elect to pursue her Grievance under the provisions of the Civil Service

Act, then the UNO shall have the right to submit such Grievance to an arbitrator appointed by P.E.R.C. The arbitrator shall have full power to hear the dispute. The decision of the arbitrator shall be final and binding upon both parties. The cost of arbitration shall be borne equally by the City and the UNO.

D. Miscellaneous Provisions

1. The UNO President, or his authorized representative, may report an impending Grievance to the Director of Human Resources in an effort to forestall its occurrence.

2. Nothing herein shall prevent any employee from processing her own Grievance, provided the Grievance Committee may be present as an observer at any hearing on the individual's Grievance.

3. Since adequate Grievance Procedures are provided in this Agreement, the UNO agrees that it will not engage in, encourage, sanction or suggest strikes, slowdowns, mass resignations, mass absenteeism or other similar action which would involve suspension of work and may disturb and interfere with the orderly operation of the Department of Human Resources.



ARTICLE III. UNO NOTIFICATION

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the representatives of the UNO before they are established, except as limited by the management's rights clause.

ARTICLE IV. SENIORITY

A. Definition

1. Seniority within the field section shall be measured in accordance with length of service within the field section by title.

2. Seniority within the school nursing service shall be measured in terms of total length within the school nursing service, without regard to title.

B.

1. Seniority shall prevail in connection with requests for leaves of absence and supervisory relief work subject to licensure requirements.

2. Permanently appointed nurses have preference over temporary appointees in connection with the above.

C. Intrasectional Transfers

1. Within the field service, management shall have the right to appoint a nurse with the least fieldwide seniority from any of the other districts when a vacancy occurs. This

system shall consist of one seniority list from each title with the nurses ranked in their order of seniority. The least senior nurses (in each title) within each district shall be transferable. Any nurse transferred shall retain her fieldwide seniority which shall thereafter be measured against the fieldwide seniority of others within her new district.

2. Within the school nursing service, a single seniority list shall be established, and in the event of a vacancy, school nurses may bid for the vacancy in order of seniority. In the event there are insufficient nurses to cover school assignments, involuntary procedures (as set forth below) shall be invoked.

D. Intersectional Transfers

1. Movement from Field to School Nursing Service

(a) In the event an opening exists within the school nursing service, field nurses may bid for the job. These openings shall be posted as per Sections B and D of Article IX of this Agreement. The most senior volunteer shall be appointed regardless of title.

(b) In the event no voluntary transfer is possible, the City shall transfer a nurse with the least seniority

on any of the three seniority lists maintained in the field service.

2. Transfers from the School Staff to the Field

(a) In transfers from the school nursing staff to the field staff the least senior school staff nurse shall be transferred.

(b) Seniority after intersectional transfer

1. A nurse transferring from one section to another does not carry her previous seniority with her from her old section, except as set forth below.

2. A nurse who voluntarily transfers, thereby becoming the least senior individual within her new section, and is involuntarily transferred back to her old section regains the amount of seniority she had when she voluntarily transferred out, but receives no seniority credit for the time in the intervening section to which she had voluntarily moved.

ARTICLE V. HOME VISITS

A. Public Health nurses are not to be expected to make home visits where the safety or welfare of the nurse is threatened.

B. Public Health nurses home visits will be restricted to necessary calls during days with inclement weather, storms, excessive heat or during civilian disturbances which might jeopardize the health and well-being of the nurse.

ARTICLE VII. DUES CHECK-OFF

A. The City agrees to deduct the monthly UNO membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the City by the Treasurer of the UNO, and the aggregate deduction for all employees shall be remitted, together with an itemized statement, to the Treasurer of the UNO by the fifteenth (15th) day of the current month after such deductions are made.

B. Any written designation to terminate authorization for check-off must be received in writing by the City and the UNO, and the filing of notice of withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which the notice of withdrawal is filed.

C. The UNO is to be notified of all new personnel, starting salary, sectional assignment, address, and resignation.

D. Nurses who return from a leave of absence will be restored to dues deduction automatically, provided they were on dues deduction previous to their leave.

ARTICLE VIII. TEMPORARY STATUS

A. The UNO and the City recognize that frequently there is an inequitable delay in conferring the status of "permanent" on employees.

B. To alleviate this inequity, the City agrees to use whatever powers at its disposal, including petitioning the Department of Civil Service, to keep the status of "temporary" or "provisional" as same pertains to any employee covered by this Agreement to the shortest possible amount of time.

ARTICLE IX. NEWLY CREATED POSITIONS

A. If in the opinion of the City, an open position demands additional qualifications than those set by Civil Service, the City agrees to submit to the UNO the additional criteria for comment prior to submitting the same to the Department of Civil Service for approval.

B. In the event that there exists a new opening or a vacancy in a position that presently exists, or if a new position is hereinafter established, there shall be posted on the Bulletin Boards in district offices and sufficient copies given to the UNO President precisely what the new position is, and in every event the qualifications necessary to fill such a position.

The purpose of the above is to allow all those who are interested in the position and who have the necessary qualifications to apply.

C. In the case of multiple applications the nurse shall be appointed in accordance with seniority. Seniority is measured as defined in Article IV.

D. Positions shall be posted three (3) weeks prior to recruitment.



ARTICLE X. TEMPORARY ASSIGNMENTS

A. Nurses are to be assigned wherever practicable to their sectional choice in accordance with Article IV, Seniority.

B. Temporary reassignments within sections may be done in emergency cases only. In any event, no nurse shall be temporarily assigned to a new work station for more than one (1) week in any two (2) pay periods.

C. Transfers of service shall be made in accordance with Article IV, Seniority.

ARTICLE XI. PENSION AND RETIREMENT

A. Employees shall receive pensions and retirement pursuant to the provisions of State law and local ordinances.

B. Terminal leave. Nurses who retire shall receive terminal leave immediately prior to retirement. Such leave shall be computed at the rate of four (4) calendar days for each calendar year of service. Added to such leave shall be any accrued vacation time which is owed the retiring nurse.

C. Longevity and degree differential shall be included in annual salary for pension purposes, provided the pension system so permits effective 1974.

ARTICLE XII. INSURANCE

A. Malpractice insurance in the amount of One Million/Three Million (\$1,000,000/\$3,000,000) Dollars shall be supplied by the City at no expense to the nurses.

B. The City shall supply to nurses all necessary legal advice and counsel in the defense of or the settlement of claims for personal injury, death or property damage arising out of or in the course of their employment and the City shall pay and satisfy all judgments against nurses for such claims.

C. Hospitalization. Nurses shall receive fully paid Blue Cross/Blue Shield with Rider "J" and Major Medical to cover themselves and their spouse and children covered under the plan.

D. The City shall provide for Life Insurance in the amount of Five Thousand (\$5,000) Dollars and Accidental Death and Dismemberment Insurance in the amount of Five Thousand (\$5,000) Dollars for each nurse.

E. Upon retirement, the City shall continue coverage under Blue Cross/Blue Shield for the retired employee in accordance with current legislation.

F. The City shall provide insurance coverage on employees and their personal vehicles when said vehicles are used in the performance of their duties and this shall include liability and collision coverage. Should the employee not have collision coverage, the City will assume coverage to a maximum of \$4,000. Should the employee have liability or collision coverage, the City will pay the difference in premium for each of such coverage. The employee shall obtain from the employee's insurance carrier the difference in premium and present the same to the City for payment.

G. Effective July 1, 1977, the City shall provide up to Twenty (\$20.00) Dollars per month per employee to a fund to be established by the Union for the purchase of dental insurance and/or clinical services at the option of the organization. The maximum liability during 1977 for the City shall be One Hundred and Twenty (\$120.00) Dollars for the last six (6) months of 1977.

ARTICLE XIII. UNION PRIVILEGES

A. A maximum of four (4) nurses selected by the UNO shall be permitted to attend seminars, workshops, conventions, etc., for a period of time not to exceed three (3) days each with straight-time pay only if absent during normal scheduled working time. The total amount of days for the combined number of nurses shall not exceed twelve (12) for the year.

ARTICLE XIV. BULLETIN BOARDS

A. The City shall permit the installation of bulletin boards at the expense of the UNO, but the Director of Nursing shall determine the exact locations, sizes and numbers of the boards to be installed.

B. Representatives of the UNO shall have the right to post on the UNO bulletin board material dealing with the proper and legitimate business of the UNO at any time.

# ARTICLE XV. RATE OF PAY - WAGES

A. <u>Wages</u>		Annual Salary	Annual Salary
LPN Public Health:	<u>Years of Service</u>	<u>1976</u>	<u>1977</u>
	0 - 6 mos.	\$ 8,720.00	\$ 9,520.00
	7 mos. - 2 yrs.	9,520.00	10,320.00
	3 - 5 yrs.	9,895.00	10,695.00
	6 - 9 yrs.	10,270.00	11,070.00
	10-14 yrs.	10,645.00	11,445.00
	15 yrs. or more	11,020.00	11,820.00
Graduate Nurse	0 - 6 mos.	\$10,706.00	\$11,506.00
Public Health:	7 mos. - 2 yrs.	11,506.00	12,306.00
	3 - 5 yrs.	12,454.00	13,254.00
	6 - 9 yrs.	12,954.00	13,754.00
	10-14 yrs.	13,454.00	14,254.00
	15 yrs. or more	13,954.00	14,754.00
Public Health	0 - 6 mos.	\$11,154.00	\$11,954.00
Nurse:	7 mos. - 2 yrs.	11,954.00	12,754.00
	3 - 5 yrs.	12,454.00	13,254.00
	6 - 9 yrs.	12,954.00	13,754.00
	10-14 yrs.	13,454.00	14,254.00
	15 yrs. or more	13,954.00	14,754.00
B. <u>Degree Differential for</u>			
<u>B.S. or B.A.:</u>		500.00	500.00
C. <u>Uniform Allowance - Field:</u>		350.00	350.00
<u>Nurses assigned to schools:</u>		150.00	150.00
D. <u>Longevity</u>	<u>Year</u>		
	5	200.00	200.00
	10	400.00	400.00
	15	600.00	600.00
	20	800.00	800.00
	25	1,000.00	1,000.00

ARTICLE XVI. OVERTIME

A. Employees working overtime on Sundays shall be compensated at two (2) times their regular hourly rate. Employees who work in excess of the normal thirty-five (35) hours' work week shall be compensated on the basis of one and one-half (1 1/2) times the regular hourly rate. No compensatory time shall be given for overtime work.

B. Overtime work shall first be offered to regularly employed nurses in the section in which the overtime arises.

C. Overtime work shall be distributed equally within title whenever practicable. Records shall be kept by the Nursing Service Section and may be reviewed by the UNO at reasonable times.

D. Overtime work, except in emergencies, shall be voluntary and there shall be no discrimination against any employee who refuses to work overtime.

E. Overtime work shall be restricted to definite, necessary cases requiring treatment on those specific days, weekends and holidays.



F. The nurse shall be guaranteed a minimum of four (4) hours' work on a Saturday, Sunday or a holiday, regardless of the amount of time actually worked at the premium rate set forth in this Article.

G. Nurses working on any of the holidays set forth in this Agreement shall receive as overtime pay triple times their daily rate of pay.

H. In the event a nurse is called in, she shall be guaranteed four (4) hours of overtime at the overtime rate of pay as set forth in this Article.

I. For the purposes of computing overtime, the following formula shall pertain:

0 - 15 minutes	-	No overtime payment
15 - 30 minutes	-	1/2 hour at overtime rate
30 minutes or more	-	1 hour at overtime rate

The above formula shall pertain for the first hour only. All work in excess of the first hour shall be paid at the overtime rate for actual time worked.

ARTICLE XVII. TUITION REIMBURSEMENT

A. The UNO agrees to designate two (2) people and the City agrees to designate two (2) people who shall continue a Tuition Reimbursement Committee which Committee shall be charged with the responsibility of establishing equitable criteria for the administration of the program. The criteria referred to above are appended to this Agreement as Appendix I.

B. Any nurse required to attend an in-service program or course outside of her normal work hours shall be compensated for the time spent at the program or course at the overtime rate.

ARTICLE XVIII. MEAL PERIODS

A. All employees shall be granted a lunch period of one (1) hour during each working shift. The meal period for employees in the School Nursing Service shall be consistent with school policy.

ARTICLE XIX. HOLIDAYS

A. The following thirteen (13) days shall be recognized as paid holidays and shall be granted unless the employee works on the holiday.

New Year's Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
General Election Day (November)  
Veterans Day  
Thanksgiving Day  
The Day After Thanksgiving  
Christmas Day

B. In addition to the holidays set forth above, nurses shall be granted any other special holidays declared by the Mayor or Council.

C. Any holiday falling on Saturday shall be celebrated on the preceding Friday. A holiday that falls on Sunday shall be celebrated on the following Monday.

ARTICLE XX. VACATION

A. All nurses shall receive vacation allowance in accordance with the following schedule:

Up to the end of the first (1st) calendar year of service	-	One and one half (1 1/2) working days for each month
One (1) through four (4) years of service	-	Twenty (20) working days
Five (5) through fourteen (14) years of service	-	Twenty-five (25) working days
Fifteen (15) years and over	-	Thirty (30) working days

B. Vacation time not granted by the appointing authority shall accumulate for the next succeeding year only.

C. Nurses who are laid off or retire shall use all accumulated days prior to the effective date of lay-off or retirement.

D. All nurses, if they so desire, shall be entitled to ten (10) working days during the summer period (June 15 through September 15).

E. Vacations shall be pro-rated in the retirement year with a minimum of ten (10) working days' entitlement. If

the nurse retires after July 1, she shall receive her full vacation allowance for that year.

F. Seniority within title in each district shall prevail in setting vacation schedule so long as agency needs are met.

ARTICLE XXI. SICK LEAVE

A. All employees covered by this Agreement shall be entitled to the following sick leave:

<u>Amount of Service</u>	<u>Sick Days</u>
Up to the end of the first (1st) calendar year	One (1) working day for each month of service
Each calendar year thereafter	Fifteen (15) working days

B. Sick days not taken by employees in any year shall accumulate from year to year.

C. Unless a nurse is out of work for five (5) consecutive working days or more, she shall not be automatically required to present a doctor's verification of her illness. However, where abuse of sick leave is suspected, acceptable medical evidence may be required by the City.

ARTICLE XXII. LEAVE OF ABSENCE

A. A leave of absence, without pay, may be granted for up to six (6) months for good cause to any employee who has been employed for a period of ninety (90) days. Said leave may be extended for good cause to a maximum of an additional six (6) months. A leave of absence may not be unreasonably withheld or denied.



ARTICLE XXII-A. BEREAVEMENT OR FUNERAL LEAVE

A. In the event of death in the employee's immediate family, she shall be granted time off from the day of death up to and including the day after the funeral, not to exceed five (5) days.

B. Immediate family shall be defined as follows: mother, father, son, daughter, sister, brother, husband, wife, son-in-law, daughter-in-law, father-in-law, mother-in-law, grandparents, grandchildren, sister-in-law, brother-in-law, and any relative of employee residing in the employee's household.

C. Reasonable verification of the event may be required by the employer, the City.

ARTICLE XXIII. MANAGEMENT'S RIGHTS

A. The City hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States.

B. The exercise of the foregoing powers, rights, authorities, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

ARTICLE XXIV. U.N.O. RIGHTS

A. Authorized representatives of the UNO, not to exceed three (3), shall be permitted to visit schools, Child Health Clinics, and Visiting Nurse Stations, and the Supervisor's and Director of Public Health Nurses offices during their lunch periods or other free time, for the purpose of ascertaining whether or not this Agreement is being observed. This right shall be exercised reasonably. Upon entering the premises, the authorized representative shall notify the Supervisor or substitute. The UNO representative shall not impede working area operations.

B. The President of the UNO shall report to duty each work day and sign in except in unusual circumstances and in this latter event, she shall promptly telephone her Supervisor to report her whereabouts. The President shall be granted time off from her Public Health Nurse duties for UNO business. The granting of time off shall not be arbitrarily denied so long as Health Division operations are not impeded. When on UNO business, the President shall be required to notify her superiors where she can be located during working hours.

C. Members of the UNO shall have the right within the confines of reasonableness, to discuss UNO business with another

member during the work day.

D. The UNO shall be notified by Department Officials of all new health programs being instituted in the community and the Department of Health.

ARTICLE XXV. DISCIPLINARY ACTION

A. Disciplinary action shall be limited to:

1. Oral reprimand
2. Written reprimand
3. Suspension
4. Demotion
5. Discharge

B. If the Employer feels there is a just cause to transfer, or discharge a nurse for disciplinary reasons, the nurse and the UNO will be notified in writing as to the cause.

ARTICLE XXVI. TRAVELING EXPENSES

A. All Field Staff nurses who use their own vehicles on a full-time basis while on duty for official business shall receive thirty-five (\$35.00) dollars per month. Those who use their vehicles part-time shall be paid pro-rata for their usage based upon the above monthly stipend.

B. Nurses using public transportation shall be reimbursed for out-of-pocket expenses.

C. Nurses shall be supplied with official "Public Health" identification for their vehicles.

ARTICLE XXVII. DRUG DISCOUNT PROGRAM

A. The Drug Discount Program currently in effect for Medical Center nurses shall be made available to members of this bargaining unit subject to continued approval by the Medical Center.

ARTICLE XXVIII. PROFESSIONAL ADMINISTRATIVE LEAVE

A. All nurses in the bargaining unit shall receive three (3) days' Administrative Leave with pay (Personal Days).



ARTICLE XXIX. SAFETY AND HEALTH

A. The Employer shall at all times maintain safe and healthful working conditions.

B. Employees who become ill while on duty shall be permitted to utilize the services of the City physicians who are on City duty. .

ARTICLE XXX. EMERGENCY DEFINED

A. Emergency shall mean a situation that neither the Employer nor the employee has control over, i.e., an Act of God, a local catastrophe, or any unforeseen act that cannot be anticipated.

ARTICLE XXXI. STORAGE OF NURSE'S POSSESSIONS

A. The Employer shall make every effort to see that a nurse is supplied with a locker to store her possessions during her tour of duty.

ARTICLE XXXII. POLICY RECOMMENDATIONS

A. The UNO may recommend or suggest changes in the Department of Health and Welfare policies and decisions affecting the welfare of patients and nurses alike.

ARTICLE XXXIII. IN-SERVICE PROGRAMS

A. The UNO may recommend changes in additions to or deletions from in-service programs.

ARTICLE XXXIV. OUT-OF-TITLE WORK

A. If a bargaining unit member is required to perform supervisory functions for five (5) or more consecutive days, then beginning on her sixth (6th) consecutive working day and retroactive to her first (1st) working day in the out-of-title capacity, she shall receive the supervisor's minimum rate of pay or an extra five percent (5%) of the nurse's then existing salary, whichever is greater.

ARTICLE XXXV. SCHOOL HEALTH PROGRAM

A. In the event changes are required to administer the School Health Program, the United Nurses Organization shall be advised during the first week in June of each school year as to what the contemplated changes are.

ARTICLE XXXVI. SCHEDULING

A. Public Health nurses assigned to schools shall work one-half (1/2) day in the morning during the months of July and August in clinic areas wherever practicable. Such nurses shall be paid at the rate of one-half (1/2) their normal daily pay during these months that she reports for the assigned duties. No employee is hereby guaranteed a summer assignment, however.

B. Public Health nurses assigned to schools are to take vacations during the period her school is closed for summer or vacation sessions. All other days during the school year that the school is closed, the nurse shall perform functions relating to the student health program.



ARTICLE XXXVII. FULLY BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues for the life of this Agreement and neither party shall be required to negotiate on any subject unless they mutually agree to do so.

ARTICLE XXXVIII. SEPARABILITY AND SAVINGS

A. Should any part of or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or any decree of a Court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion hereof.

B. The provisions of this Agreement shall be subject and subordinate to and shall not annul or modify existing applicable provisions of State and local laws.

C. The United Nurses Organization and the City of Jersey City recognize that in other labor agreements between the City of Jersey City and its various employee organizations there exists contract language providing that in the event any subsequent agreement exceeds the settlements achieved therein, then those unions shall receive no less than that negotiated subsequently.

The United Nurses Organization asserts its view as to the current illegality of such a clause as an unlawful restraint upon its ability to bargain and asserts that such "most favored nation clauses" are illegal and void.

The City having entered into such "most favored nations clauses" as a result of both interest arbitration awards and negotiated agreements, is constrained to take the position that such clauses are not violative of its duty to bargain in good faith with the United Nurses Organization.

In the light of the above positions, this Agreement is executed without prejudice to the right of either party to take such legal action as it may deem appropriate in order to achieve a ruling from the Public Employment Relations Commission.

ARTICLE XXXIX. ELIGIBLE EMPLOYEES

A. The benefits provided for in this Agreement shall accrue only to those employees in the employ of the City on the date that this document is signed. Such benefits shall also accrue to those employees hired after the date of the signing of this Agreement.

ARTICLE XL. SERVICE FEE - AGENCY SHOP

A. In the event permissive legislation is passed by the New Jersey State Legislature, and becomes law, whereby a public employer and Union may enter into an agency shop, the parties agree to include such a provision in this Agreement without further negotiation.

ARTICLE XLI. DURATION

A. This Agreement shall be effective as of January 1, 1976 and shall expire on December 31, 1977. Both parties agree to commence negotiations for the year 1978 and beyond, no later than March 15, 1977.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers the day and year first above written.

UNITED NURSES ORGANIZATION  
OF JERSEY CITY

By: E.C. Moore Pres.

WITNESS:

Isabel J. Garcia

CITY OF JERSEY CITY

By: [Signature]

WITNESS:

[Signature]